

**JOINT POWERS AGREEMENT  
FOR DOG PARK AT BUNKER HILLS REGIONAL PARK**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota 55303 ("County"); the City of Andover, a municipal corporation under the laws of the State of Minnesota, 1685 Crosstown Boulevard NW, Andover, Minnesota 55304 ("Andover"); and the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, 11155 Robinson Drive Northwest, Coon Rapids, Minnesota 55433 ("Coon Rapids"); and

**WITNESSETH**

WHEREAS, Andover, Coon Rapids and the County (hereinafter each individual party may be referred to as "Party," or collectively as "Parties") share a common interest in providing a dog park for the shared use of their respective residents; and

WHEREAS, the Parties agree that the dog park is to be located in Coon Rapids on County park property comprising part of the Bunker Hills Regional Park, at the location depicted in the attached Exhibit A ("Dog Park Property"); and

WHEREAS, it is the desire of the Parties to jointly construct and maintain the dog park to an agreed upon standard: and

WHEREAS, a determination has been made by the City Council's of both Andover and Coon Rapids, and the Anoka County Board of Commissioners that sharing in the costs of construction, operation and maintenance of the dog park is beneficial to all Parties and their respective residents; and

WHEREAS, pursuant to the provisions provided for herein, the Parties agree that it is in their best interest that the cost of the design, construction and operation of the new dog park facility be shared; and

WHEREAS, Minn. Stat. § 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED AS FOLLOWS:

**I. PURPOSE**

The parties have joined together for the purpose of designing, constructing, operating and maintaining a dog park facility to be located on the Dog Park Property within the Bunker Hills Regional Park ("Project").

## **II. METHOD**

### **A. Design**

Coon Rapids shall provide all design services to prepare the plans and specifications (which include permits and surveying as necessary) for constructing the Project. Coon Rapids shall not go out for bids until such time as the County and Andover have approved in writing the plans and specifications for the Project. The plans and specifications shall include a detailed design of the Project, including grading, fencing, parking lot, site furnishings, signage, landscaping and surfacing and shall include a detailed cost estimate as identified in Exhibit B. The plans and specifications shall include a line item quantity bid for the specific elements of the Project, which will be used in part to determine the value of any materials as hereinafter provided.

### **B. Bidding/Contract Award**

Coon Rapids shall call for all bids, accept all bid proposals, and shall cause the construction of the Project in conformance with the approved plans and specifications. Coon Rapids shall not award a contract for the construction of the Project without prior written approval of the County and Andover.

## **III. COSTS**

### **A. Construction Costs**

The contract cost of the work, shall include the cost of all labor, materials, equipment rental and normal engineering costs actually incurred by Coon Rapids with third-party vendors to complete the Project. Andover shall provide labor and equipment to haul, place and compact Class 7 for the Project. The County shall provide and install wayfinding signs and a sign identifying individuals, groups, businesses, etc. that donate funds for the project. County shall also clear and grub trees as necessary and restore all disturbed areas with seed and erosion control measures as necessary. Coon Rapids shall provide reclaimed millings/Class 7 material along with labor and equipment to haul, place and compact as necessary. The Parties may agree to contribute other materials or labor to the project prior to the award of bids. The County may also supply/provide in-kind contributions.

### **B. Payment of Construction Costs**

Coon Rapids shall be responsible for paying all Construction Costs which include all costs for private contractor fees, billings and out of pocket expenses. The County and Andover shall reimburse Coon Rapids for their respective share of the Construction Costs as follows: (i) Upon completion of the construction of the Project, Coon Rapids shall send Andover an itemized invoice detailing the Construction Costs. Within 30 days of receipt of said invoice, Andover shall pay Coon Rapids one third of the Construction Costs and half of the County's share. (ii) The County shall reimburse Coon Rapids and Andover (each City half of the

County's share) for one third of the Construction Costs at such time as the County receives grant funding for the Project, but not later than December 31, 2016. Failure by the County to receive grant funding shall not relieve the County of its obligation to reimburse Coon Rapids and Andover, as set forth herein, no later than December 31, 2016. The Parties agree that the total billable cost of the project shall not exceed \$75,000, or \$25,000 per party.

C. Contractor's Bond and Guaranty

Coon Rapids shall be responsible for enforcing any contractor's bond and guaranty on the project. The costs of any such enforcement shall be paid by Coon Rapids, but if any such costs are incurred, two-thirds of such costs shall be reimbursed by Andover (one-third) and County (one third).

D. Maintenance and Operations

The Parties agree to develop a mutually acceptable maintenance and operations plan before the dog park is opened for public use. This plan will detail all maintenance responsibilities and the cost sharing of such, along with a plan for rules enforcement, policing, hours of use, accommodation of occasional alternative uses of the parking lot, and other maintenance and operational details. Upon completion of the dog park construction and the operations plan development, the County will operate the dog park and provide ongoing maintenance which shall include, but is not limited to mowing, fence repair, parking lot maintenance, site cleanup (trash removal, animal waste, graffiti, vandalism, etc.) which shall include, tree trimming, snowplowing, and snow removal. The Project shall be maintained in such a manner to comply with standards established in the maintenance and operations plan. All Parties shall share equally in the costs of operation and maintenance of the Project, which shall include in-kind costs for staff, supplies, and equipment. Any individual repair or maintenance item in excess \$1000 shall require the agreement of all Parties before proceeding. The County shall keep a detailed report on the operation and maintenance costs for the project. On an annual basis, the County shall submit an invoice to Andover and Coon Rapids detailing the operation and maintenance costs for the Project. Both Coon Rapids and Andover shall within 30 days of receipt of said invoice reimburse the County for one third of annual operation and maintenance costs of the Project. The County agrees to not invoice Andover and Coon Rapids for maintenance costs until such time that the County's share of the construction cost is paid. At such time but not later than December 31, 2016 the County will repay each City their share minus the accrued maintenance costs to date of repayment. Although invoices will not be sent the Annual report will be submitted to Andover and Coon Rapids to track maintenance activities and costs.

**IV. CLOSURE/USE OF PARKING LOT**

The Parties agree that the County shall retain the right to close the dog park upon notification to Andover and Coon Rapids whenever the County determines that closure is required due to safety hazards, damage to facilities, or other safety or operational

issues. The Parties further understand and agree that the dog park parking lot may require occasional use for large archery tournament events or skijoring activities, and that the area comprising the new dog park has a long history of uses by the archery and skijoring communities. The Parties agree that they will fully cooperate on these occasional uses of the parking lot for these other purposes and will make reasonable efforts to accommodate these uses.

#### **V. DURATION OF AGREEMENT**

This agreement shall become effective upon the execution by all Parties listed in Paragraph 1 of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement. This signed Agreement shall be filed with the County, who shall notify all Parties in writing of its effective date.

This Agreement shall continue in full force and effect, automatically renewing annually, unless and until terminated upon written agreement of two-thirds (2/3) of the Parties.

#### **VI. INDEMNITY NOTIFICATION**

Each Party hereto agrees to indemnify, defend and hold harmless the others from any claims, losses, costs, expenses or damages resulting from the acts or omissions of its respective officers, agents, or employees relating to activities conducted under this Agreement. The agreement to indemnify and hold harmless does not constitute a waiver by any Party of limitations on liability provided by Minn. Stat. Chap. 466.

To the fullest extent permitted by law, this Agreement is intended to be, and shall be, construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unity" for the purposes of liability, as set forth in Minn. Stat. § 471.59, subd. 1a(b). Nothing herein shall be construed to waive or limit any immunity availability to any Party, whether set forth in Minn. Stat. Chap. 466 or otherwise. Under no circumstances shall a Party be required to pay on behalf of itself or other Parties, any amounts in excess of the limits of liability established in Minn. Stat. Chap. 466 relative to any third party claim. The statutory limits of liability for some or all of the Parties may not be added together or stacked to increase the maximum amount of liability for any third party claim.

#### **VII. NOTICE**

Any notice required or permitted to be given under this Agreement will be sufficient if in writing and sent by registered or certified mail or hand delivered to the Parties at the address set forth below or at such other place as a Party shall designate in writing by certified or registered mail.

Director of Parks and Recreation  
Anoka County Parks and Recreation Department  
550 Bunker Lake Boulevard NW  
Andover, MN 55304

City of Andover

City Clerk  
City of Andover  
1685 Crosstown Boulevard NW  
Andover, MN 55304

City of Coon Rapids

City Clerk  
City of Coon Rapids  
11155 Robinson Drive  
Coon Rapids, MN 55433

**VIII. OWNERSHIP/OPERATIONS/MAINTENANCE**

The County shall own all the improvements comprising the Project and subject to reimbursement as provided herein, shall be responsible for the maintaining, repairing and operating the Project.

**IX. DISBURSEMENT OF FUNDS**

All funds disbursed by the County, Andover or Coon Rapids shall be disbursed by each entity pursuant to the method provided by law.

**X. CONTRACTS AND PURCHASES**

All contracts let and purchases made pursuant to this Agreement shall be in conformance to the State laws.

**XI. STRICT ACCOUNTABILITY**

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

**XII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING**

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

**COUNTY OF ANOKA**

By: \_\_\_\_\_  
Rhonda Sivarajah, Chair  
Anoka County Board of Commissioners

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Soma  
County Administrator

Dated: \_\_\_\_\_

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Dan Klint  
Assistant County Attorney

Dated: \_\_\_\_\_

**CITY OF ANDOVER**

By: \_\_\_\_\_  
Michael R. Gamache, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James Dickinson, City Administrator

Dated: \_\_\_\_\_

**CITY OF COON RAPIDS**

By: \_\_\_\_\_  
Tim Howe, Mayor

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Steve Gatlin, City Manager

Dated: \_\_\_\_\_

## EXHIBIT B

ENGINEER'S ESTIMATE  
COON RAPIDS PROJECT 12-31  
BUNKER HILLS DOG PARK

1/23/2013  
Revised 5/1/2013

NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
	<b>DOG PARK AND PARKING LOT</b>				
1	BIO-ROLLS/SILT FENCE	LF	250	2.00	500.00
2	CLEARING AND GRUBBING	LS	1	<b>ANOKA COUNTY</b>	
3	CHAIN LINK FENCE (5')	LF	750	8.25	6,187.50
4	4" X 4" HOG WIRE FENCE (4')	LF	1665	5.50	9,157.50
5	3' GATE	EA	3	260.00	780.00
6	10' GATE	EA	2	425.00	850.00
7	GRADING - PARKING LOT, ACCESS ROAD AND PLAY AREA LEVELING	LS	1	<b>ANDOVER</b>	
8	GEOTEXTILE FABRIC	SY	1950	3.00	5,850.00
9	TRUCK IN RECLAIM GRAVEL	CY	240	<b>ANDOVER/COON RAPIDS</b>	
10	PLACEMENT ONLY OF RECLAIM GRAVEL	CY	240	<b>ANDOVER</b>	
11	CONCRETE CURB AND GUTTER	LF	640	19.00	12,160.00
12	BACKFILL CURB AND GUTTER (INCIDENTAL TO GRADING - ITEM 7)	CY		<b>ANDOVER/COON RAPIDS</b>	
13	RESTORATION (TOPSOIL & SEEDING)	SY	2000	<b>ANOKA COUNTY</b>	
	<b>TOTAL BID SCHEDULE NO. 1</b>				<b>35,485.00</b>
	10% CONTINGENCY				5,101.00
	<b>PROJECT TOTAL</b>				<b>40,586.00</b>